

Document #5378

1/16/91

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ADOPTED
1/16/90

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY, AND
STEPHEN COYLE, DIRECTOR

FROM: PAUL REAVIS, ASSISTANT DIRECTOR FOR
ENGINEERING AND DESIGN SERVICES
THOMAS O'MALLEY, ASSISTANT DIRECTOR FOR
NEIGHBORHOOD HOUSING AND DEVELOPMENT
RICHARD J. BURKE, CAPITAL IMPROVEMENTS MANAGER
THOMAS MAISTROS, SENIOR PROJECT MANAGER

SUBJECT: ST. BOTOLPH STREET: FUNDING AGREEMENT BETWEEN THE CITY
OF BOSTON OFFICE OF CAPITAL PLANNING (OCP), BOSTON
PUBLIC WORKS DEPARTMENT (BPWD), AND THE BOSTON
REDEVELOPMENT AUTHORITY (BRA)

SUMMARY: Request authorization for the Director to sign a bridge funding agreement for improvements to St. Botolph Street with the Office of Capital Planning and Boston Public Works Department. BRA funds to be repaid through the Prudential Center Redevelopment's Community Benefits Fund.

In response to the St. Botolph Citizens Committee (SBCC), the BRA staff has developed a plan to make street and landscape improvements to sections of St. Botolph Street and a portion of some cross streets. The plan proposes street and curb reconstruction, replacement of existing light fixtures with acorn lights, new brick sidewalks, and new trees.

A development plan for streetscape and traffic improvements was approved by the Board in 1988 after being endorsed by the SBCC. On June 14, 1989, Fay, Spofford & Thorndike was selected as consultant to design improvements to St. Botolph Street, between Harcourt and West Newton Streets. The responsibilities assigned by OCP to the BRA are: to provide the design and resident engineering for the project, and to the City of Boston Public Works Department to advertise, bid, award, and supervise the construction contract. Additionally, PWD will not bid the job until a source of payment is identified and voted.

Construction funding for the project will be provided by OCP through City Capital Funds and the Prudential Center Redevelopment's Community Benefits Fund approved by the BRA Board in February, 1990.

The Community Benefits Funds from Prudential will be made available upon issuance a building permit, currently scheduled for April, 1991. The PruPac Advisory Committee has prioritized the St. Botolph Street improvement to receive funds from the Prudential Community Benefits package based on the projects merits as a mitigation to Prudential's construction impacts and the project's readiness to proceed. Should the Prudential project not proceed on a timely basis, the BRA may amend an existing CDAG agreement to allocate gap funding for this project. BRA/PRU funds will be expended as required after expenditure of Capital Planning funds.

The funding breakdown is as follows:

	<u>BRA/PRU</u>	<u>OCP</u>	<u>TOTAL</u>
CONSTRUCTION	\$ 275,000	\$ 435,000	\$710,000

The City of Boston Public Works Department is ready to proceed with the bidding of this project upon signature of an agreement substantially in accord with the agreement attached.

Start of construction is scheduled for the Spring of 1991.
Completion of this project is scheduled for the Fall 1991.

The current contract with Fay, Spofford & Thorndike, Inc. for resident engineering lapsed on December 31, 1990. It is recommended that the contract time be extended to cover the 1991 construction season.

Appropriate votes follow:

VOTED: That the Director is authorized on behalf of the Authority to execute a funding agreement with the City of Boston Office of Capital Planning and the Boston Public Works Department in connection with the funding of the St. Botolph Street project.

VOTED: That the Director is authorized to execute contract Amendment #2 with Fay, Spofford & Thorndike, Inc., for an increase in contract time to December 31, 1991, with no increase in contract amount.

AGREEMENT
BETWEEN
THE CITY OF BOSTON
AND
BOSTON REDEVELOPMENT AUTHORITY

This agreement is entered into this _____ day of _____, 199_, by and between the City of Boston acting through its Department of Public Works (hereinafter referred to as "PWD") and the Mayor's Office of Capital Planning (hereinafter referred to as "OCP"), and the Boston Redevelopment Authority, a public body politic and corporate, organized and existing pursuant to Chapter 21B, as amended, of the Massachusetts General Laws, and having a usual place of business at One City Hall Square, Boston, MA 02201 (hereinafter referred to as the "BRA").

WHEREAS, the BRA has worked extensively with the St. Botolph Street Citizens Association to develop roadway and streetscape improvements in the St. Botolph Street area ("the project"); and

WHEREAS, the OCP has agreed to fund basic infrastructure improvements from the City's Capital budget; and

WHEREAS, the BRA has agreed to fund the existing gap between the cost of basic infrastructure improvements and the increased level of amenities that was requested by the BRA on behalf of the community; and

WHEREAS, the PWD is responsible for repairing, reconstructing, and maintaining the City's streets.

NOW, THEREFORE, the parties do hereto mutually agree as follow:

I. DESCRIPTION OF WORK AND CONSTRUCTION MANAGEMENT

- A. The PWD, in agreement with the BRA, proposes to reconstruct St. Botolph Street from Harcourt Street to West Newton Street, Follen Street from St. Botolph Street to its end, and Garrison Street from St. Botolph Street to Huntington Avenue.
- B. The PWD, through its Contractor, will furnish the necessary labor, materials, equipment and other services for construction of the work more fully described in CIP-61 as prepared for public advertisement in the City Record and is hereby incorporated by reference.
- C. Construction management and supervision will be provided through contract services to be supervised by the PWD.

II. DIVISION OF EXPENSES

- A. The OCP agrees to provide \$435,000 in City Capital funds as the City's share of the construction cost of the project.
- B. The BRA agrees to provide \$275,000 as the BRA's share of the construction cost of the project from the Prudential Center Redevelopment's Community Benefits fund.
- C. The BRA will amend an existing design/engineering contract with Fay, Spofford and Thorndike, Inc. (FST) to provide construction supervision as required by the PWD.

III. MAINTENANCE

- A. Upon completion of the roadway improvements, future maintenance responsibilities shall vest with the PWD.

IV. FUTURE PHASED IMPROVEMENTS

- A. The advertisement, construction and completion of the road work as described in CIP-61 by the City should not be construed as establishing a design standard for the remaining segments of the St. Botolph Street neighborhood.
- B. Future roadway work in the neighborhood will be planned in accordance with the standard construction specifications used by the PWD in its roadway program except where the BRA participates with the City in developing additional funding sources.

V. ENFORCEMENT AND GOVERNING LAW

- A. If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each remaining term and provision shall be valid and enforceable to the extent permitted by law.
- B. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

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The parties herto have executed this Memorandum of Agreement as of the day and year first written above.

Stephen Coyle, Director
Boston Redevelopment Authority

Joseph F. Casazza, Commissioner
Public Works Department

Mary Nee, Director
Mayor's Office of Capital Planning

Approved as to Form:

Corporation Counsel
City of Boston